invasion of the easement. *Held*, that recovery will be allowed. *Drucker* v. *Manhattan Ry. Co.*, 213 N. Y. 543.

The plaintiff is clearly entitled to damages accruing before the conveyance, and in somewhat over half the American jurisdictions, where the whole cause of action accrues at once upon the erection of a permanent structure, this would dispose of the case. *Powers* v. *St. Louis, I. M. & S. Ry. Co.*, 158 Mo. 87, 57 S. W. 1090; *Kankakee & Seneca R. Co.* v. *Horan*, 131 Ill. 288, 23 N. E. 621. *Contra*, *Hoffman* v. *Flint & P. M. R. Co.*, 114 Mich. 316, 72 N. W. 167. See 2 LEWIS, EMINENT DOMAIN, §§ 937, 944. In New York, however, a difficulty arises as to subsequent damages, for that jurisdiction regards the injury as continuing and awards complete damages only in lieu of a permanent injunction. *Galway* v. *Metropolitan Elevated Ry. Co.*, 128 N. Y. 132, 28 N. E. 479; *Pond* v. *Metropolitan Elevated Ry. Co.*, 112 N. Y. 186, 19 N. E. 487. It is clear that the easements themselves could not exist apart from the dominant tenement, and hence could not effectively be reserved at law. *Shepard* v. *Manhattan Ry. Co.*, 169 N. Y. 160, 62 N. E. 151; *Pegram* v. *New York Elevated R. Co.*, 147 N. Y. 135, 41 N. E. 424. But the intent of the reservation was fulfilled by construing it as a covenant by the grantee to hold his claims for damages in trust for the grantor as they accrued. Regarded merely as a covenant, it would be anomalous for it to run with the land, for with a few recognized exceptions the burden of affirmative covenants does not run even in equity. *Miller* v. *Clary*, 210 N. Y. 127, 103 N. E. 1114; *Reid* v. *McCrum*, 91 N. Y. 412. See *Kidder* v. *Port Henry, etc. Co.*, 201 N. Y. 445, 94 N. E. 1070. But *cf. Monroe* v. *Syracuse, L. S. & N. R. R. Co.*, 200 N. Y. 224, 93 N. E. 516. But since the deed showed that the beneficial interest in the easements was not intended to pass, it would be against conscience for the grantee with notice to retain what in substance belonged to the original grantor. Accordingly, equity held him as constructive trustee. See 20 HARV. L. REV. 496. The sub-grantee's position in fact closely resembles that of a conduit of title man, upon whom a trust is imposed if he refuses to convey. *Ryan* v. *Ford*, 151 Mo. App. 689, 132 S. W. 610. The principal case is in accord with an earlier New York decision which allowed recovery from a sub-grantee after he had received damages from the railroad. *Western Union Telegraph Co.* v. *Shepard*, 169 N. Y. 170, 62 N. E. 154. See also *Pegram* v. *New York Elevated R. Co.*, 147 N. Y. 135, 147, 41 N. E. 424, 429; *Schomacker* v. *Michaels*, 189 N. Y. 61, 81 N. E. 555.

CORPORATIONS — CITIZENSHIP AND DOMICILE OF CORPORATION — ENEMY CHARACTER: DOMESTIC CORPORATION COMPOSED OF ALIEN ENEMIES. — All but two of the twenty-five thousand shares of stock of a corporation incorporated in England were held by Germans. The corporation now brings suit against the defendants in an English court. *Held*, that it is entitled to maintain the action. *Continental Tyre & Rubber Co., Ltd.* v. *Daunler Co., Ltd.*, 138 L. T. J. 272 (C. A.).

The court refused to disregard the corporate fiction and held that the enemy character of the shareholders did not alter the character of the corporation. The decision is undoubtedly correct. It shows a proper respect for the separate corporate existence and at the same time involves no danger of aiding the enemy, for it expressly forbids remitting any of the proceeds of the suit to the enemy shareholders. For a discussion of the principles involved, see 15 HARV. L. REV. 60, 236; 28 *id.* 335.

CRIMINAL LAW — STATUTORY OFFENCES — WHITE SLAVE TRAFFIC ACT: LIABILITY OF THE WOMAN FOR CONSPIRACY. — The defendant, a woman, was indicted for conspiring to have herself transported in interstate commerce for purposes of prostitution, in violation of the White Slave Traffic Act. 4 U. S. COMP. STAT., 1913, § 8813. *Held*, that the indictment is valid. *Dictum*, that

the woman could be guilty of the substantive offence as well as of the conspiracy. *United States* v. *Holte*, 236 U. S. 140.

It is a rule based on sound public policy that the victim of conduct which the law has made criminal for the victim's own protection, cannot be indicted for coöperating with the perpetrator. See 24 HARV. L. REV. 61; and see *Berdos* v. *Tremont & Suffolk Mills*, 209 Mass. 489, 495, 95 N. E. 876, 878. To take the case out of the scope of this doctrine, the court relies on decisions in three jurisdictions that a woman can be indicted for conspiring to have another commit the crime of abortion on her. *Queen* v. *Whitchurch*, 24 Q. B. D. 420; *Solander* v. *People*, 2 Colo. 48; *State* v. *Crofford*, 133 Ia. 478, 110 N. W. 921. The English case represents a jurisdiction in which the woman can be indicted as accessory to the crime, on the theory that the statute makes abortion a crime to protect the unborn child as well as the mother. *King* v. *Sockett*, 1 Cr. App. R. 101. And see *Regina* v. *Cramp*, 14 Cox C. C. 390. The two American cases, however, assume the prevalent view that she cannot be indicted as accessory, but consider that the rule does not apply to the conspiracy. *Dunn* v. *People*, 29 N. Y. 523; *Commonwealth* v. *Follansbee*, 155 Mass. 274, 29 N. E. 471. The distinction seems unsound, for the grounds of policy which absolve the woman from liability for the substantive crime apply as strongly to an attempt, solicitation or conspiracy to commit the crime. Both decision and *dictum* in the principal case seem inconsistent with the primary purpose of the statute, which was to protect women from commercialized prostitution through the instrumentalities of interstate commerce. See *Hoke* v. *United States*, 227 U. S. 308, 322. And see Report of House Committee, H. R. 47, SIXTY-FIRST CONG., 2ND SESS., pp. 10, 11. "That the woman always is the victim" may well be an illusion, as is suggested by Mr. Justice Holmes, for the court; yet she was undoubtedly so regarded by Congress, as the very name of the statute suggests; and even Congressional illusions, while they should not be encouraged, should at least be respected by the judiciary.

DECEIT — PARTICULAR CASES — TRADE UNION'S FAILURE TO NOTIFY OF CHANGE IN WAGE SCALE. — A certain labor union had absolute control over the labor of bricklayers, and fixed the wage to be charged for their services at the beginning of each calendar year. According to custom, in the early part of 1910, the union informed the plaintiff, a contractor, of the rate for that year, but shortly thereafter lowered the rate without giving notice to the plaintiff. In ignorance of the change the contractor continued for several months to pay the higher wage, and he now seeks to recover the loss from the union. *Held*, that he can recover. *Powers* v. *Journeymen Bricklayer's Union*, 172 S. W. 284 (Tenn.).

It seems impossible to gather from the facts any contract between the labor union and the contractor. Any recovery, therefore, must be in tort for deceit. No action for deceit, however, can be based on a representation that involves nothing but a promise or expression of intention, unless the defendant at the very time intended not to carry it out. *Edgington* v. *Fitzmaurice*, 29 Ch. D. 459; *cf. Long* v. *Woodman*, 58 Me. 49. And it is generally said that mere silence will not be ground for an action of deceit. See *Arkwright* v. *Newbold*, 17 Ch. D. 301, 318. But under certain circumstances, in view of the relation of the parties, there may be a duty to speak, and then silence will amount to a representation. See *Mason* v. *Banman*, 62 Ill. 76. Moreover, when a man makes a representation true at the time, but which subsequent facts, arising before it is acted upon, render false to the knowledge of the maker, non-disclosure of these facts is ground for avoidance of a contract based upon the original representation. *Traill* v. *Baring*, 4 DeG. J. & S. 318; *Janes* v. *Trustees of Mercer University*, 17 Ga. 515; *Lancaster County Bank* v. *Albright*, 21 Pa. 228. An action for deceit should lie under the same circumstances. *Loewer* v. *Harris*,